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18 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

19 IN AND FOR THE COUNTY OF MARICOPA

20 THE STATE OF ARIZONA *ex rel.* TERRY
21 GODDARD, the Attorney General; and THE
22 CIVIL RIGHTS DIVISION OF THE ARIZONA
23 DEPARTMENT OF LAW,

24 Plaintiff,

25 vs.

26 INDO-AMERICAN CULTURAL &
27 RELIGIOUS FOUNDATION OF ARIZONA, an
28 Arizona on-profit corporation,

Defendant.

No. CV2006-016475

CONSENT DECREE

(Assigned to the Honorable
Bethany G. Hicks)

On October 27, 2006, Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil Rights Division (collectively the "State"), filed the above-captioned

1 Complaint in Maricopa County Superior Court under CV2006-016475 against Indo-American
2 Cultural & Religious Foundation of Arizona, alleging that it discriminated against Freddy
3 Saavedra, in violation of A.R.S. §41-1441 et seq. because Defendant failed to rent him a hall
4 based on his national origin.

5 The State and Defendant desire to resolve the issues raised by the Complaint without
6 the time, expense and uncertainty of further contested litigation. Defendant and the Division
7 expressly acknowledge that this Decree is the compromise of disputed claims and that there
8 was no adjudication of any claim. Defendant agrees to be bound by this Decree and not to
9 contest that it was validly entered into in any subsequent proceeding to implement or enforce
10 its terms. The parties therefore have consented to the entry of this Decree, waiving trial,
11 findings of fact and conclusions of law.

12 It appearing to the Court that entry of this Decree will further the objectives of the
13 Arizona Civil Rights Act ("ACRA"), and that the Decree fully protects the parties and the
14 public with respect to the matters within the scope of this Decree, **IT IS HEREBY**
15 **ORDERED, ADJUDGED AND DECREED** as follows:

16 **JURISDICTION**

17 1. This Court has jurisdiction over the subject matter of this action and over the
18 parties hereto, and venue in Maricopa County is proper. The allegations of the Complaint, if
19 proved, are sufficient to state a claim upon which relief could be granted against Defendant
20 under the ACRA.

21 **RESOLUTION OF THE COMPLAINT**

22 2. This Decree resolves all issues and claims set forth in the State's Complaint.
23 This Decree also resolves all issues relating to acts and practices of discrimination to which
24 this Decree is directed.

25 **RELEASE**

26 3. Except for the obligations of Defendant that are expressly set forth in this Decree,
27 Defendant, its agents, employees, successors, assigns and all persons in active concert or
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1 participation with Defendant, are released from any and all civil liability to the State for the
2 counts alleged in the Complaint in this matter.

3 **COMPLIANCE WITH ACRA**

4 4. Defendant agrees that it shall abide by Arizona's civil rights laws.

5 **NO RETALIATION**

6 5. Defendant shall not retaliate against any person in any way for that person's
7 opposition to a practice made unlawful by the ACRA, or for participation in the State's
8 proceedings or litigation in this case.

9 **POLICY CHANGES**

10 6. Defendant has created a policy that prohibits all forms of discrimination covered
11 by the Arizona Civil Rights Act. This policy will be provided to Defendant's employees and
12 will be posted for its customers, in both English and Spanish. The policy advises employees
13 and customers that (1) discrimination is prohibited by state and federal discrimination laws, (2)
14 discrimination is contrary to the policy of Defendant, and (3) any employee or customer who
15 feels that he or she has been discriminated against in violation of the policy should promptly
16 contact the individual designated in the policy and report the discriminatory conduct. This policy
17 also includes a procedure for Defendant to investigate and attempt to address the employee's or
18 customer's complaint.

19 7. Within sixty (60) days of the creation of the policy described in paragraph 6,
20 Defendant shall provide a copy of the policy to the State and to each of Defendant's employees,
21 and shall post this policy in a location where Defendant posts other notices and/or information
22 that are either required by law or of importance to employees and customers of the Defendant

23 **POSTER**

24 8. Defendant shall keep posted at all times in a conspicuous, well-lighted place, a
25 poster provided by the State which states, in English and Spanish, that discrimination in
26 places of employment based on race, color, religion, age, sex, national origin and disability is
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1 prohibited.

2 **TRAINING**

3 9. Within ninety (90) days of the effective date of this Decree, both Defendant's
4 hall manager and director/officer who works with the hall manager on rental issues shall
5 receive training on national origin and employment discrimination. The training shall consist
6 of at least one (2) hours of instruction. The Defendant shall pay for all costs associated with
7 such training, and shall have the training curriculum approved in advance by the State.
8 Within ten (10) days following completion of this training, Defendant shall provide notice to
9 the State confirming the date, time, and location of the training, and a list of the names and
10 positions of those persons who attended the training. Subsequently, Defendant shall provide
11 copies of the training materials to all new managers and supervisors within 30 days of their
12 hire.

13 **MONETARY RELIEF FOR AGGRIEVED PARTY/CHARITABLE**
14 **ORGANIZATION**

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16 10. Defendant shall, within ten (10) days after entry of this Decree, pay to Charging
17 Party Freddy Saavedra the sum of seventy-five hundred dollars (\$7,500.00). Such payment
18 shall be made in the form of a cashier's check made payable to Mr. Saavedra and transmitted to
19 the State as indicated in the "Notice" paragraph below.

20 **CONTINUING JURISDICTION OF THE COURT**

21 11. The Court shall retain jurisdiction over both the subject matter of this Consent
22 Decree and the State and Defendant for two (2) years from the date of entry of the Decree to
23 effectuate and enforce this Decree. The State may, for good cause shown, petition this Court
24 for compliance with this Decree at any time during the period that this Court maintains
25 jurisdiction over this action. Should the Court determine that Defendant has not complied with
26 this Decree, appropriate relief, including extension of this Decree for such period as may be
27 necessary to remedy its non-compliance, may be ordered. In the event either the State does
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1 not submit any petitions for compliance with the Decree or the Court determines Defendant has
2 complied with the Decree, the Decree shall automatically expire and the Court shall lose
3 jurisdiction over this action on the date two (2) years after entry of the Decree.

4 **MISCELLANEOUS PROVISIONS**

5 12. This Decree shall be binding on Defendant, its agents, employees, successors,
6 assigns and all persons in active concert or participation with Defendant.

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8 13. The State and Defendant represent that they have read this Decree in its entirety
9 and are satisfied that they understand and agree to all its provisions, and represent that they
10 have freely signed this Decree without coercion.

11 14. This Decree shall be governed in all respects by the laws of the State of Arizona.

12 15. The State and Defendant shall bear their respective attorneys' fees and costs
13 incurred in this action up to the date of entry of this Decree. In any action brought to assess or
14 enforce Defendant's compliance with the terms of this Decree, the Court may in its discretion
15 award reasonable costs and attorneys' fees to the prevailing party.

16 **NOTICE**

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18 16. When this Decree requires the submission of reports, notices or other materials to
19 the State, they shall be mailed to: Christopher R. Houk, Assistant Attorney General, Office of
20 the Attorney General, Civil Rights Division, 1275 W. Washington, Phoenix, Arizona 85007, or
21 his successors.

22 **EFFECTUATING CONSENT DECREE**

23 17. The parties agree to the entry of this Decree upon final approval by the Court.
24 The effective date of this Decree shall be the date that it is entered by this Court.
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1 ENTERED AND ORDERED this _____ day of _____ 2007.

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Honorable Bethany G. Hicks
Maricopa County Superior Court

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Granted

Signed on this day, September 18, 2007



/S/ Bethany Hicks
Judicial Officer of Superior Court